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8 **UNITED STATES BANKRUPTCY COURT**  
9 **SOUTHERN DISTRICT OF CALIFORNIA**  
10

11 In re  
12 NORTH PLAZA, LLC  
13 Debtor and Debtor In Possession.

) Case No. 04-00769-PB11

) Chapter 11

) NOTICE OF AMENDED MOTION AND  
14 ) AMENDED MOTION FOR ORDER: (1)  
15 ) APPROVING SETTLEMENTS WITH  
16 ) SECURED CREDITORS; AND (2)  
17 ) AUTHORIZING PAYMENT OF  
18 ) SECURED CLAIMS

)  
18 ) Date: February 6, 2006  
19 ) Time: 10:30 a.m.  
20 ) Dept: Four  
21 ) Honorable Peter W. Bowie  
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1 TO: THE HONORABLE PETER W. BOWIE, UNITED STATES BANKRUPTCY JUDGE, AND  
2 TO ALL CREDITORS AND PARTIES IN INTEREST:

3 PLEASE TAKE NOTICE, that on February 6, 2006, at 10:30 a.m., in Department Four of  
4 the above-entitled Court located at 325 West F Street, San Diego, California 92101 (or a subsequent  
5 evidentiary hearing that might be set by the Court during a January 19, 2006 status conference  
6 hearing on this matter, notice of which status conference is served and filed concurrently herewith),  
7 Debtor / Debtor In Possession, North Plaza, LLC (the "Debtor"), will and hereby does move for an  
8 order approving amended settlements with secured creditors Dynamic Finance Corporation  
9 ("Dynamic") and Angela C. Sabella ("Sabella").

10 Pursuant to the Notice of Motion and Motion for Order (1) Approving Settlements with  
11 Secured Creditors, and (2) Authorizing Payment of Secured Claims filed August 24, 2005 (the  
12 "Original Motion"), the Debtor sought approval of proposed settlements with secured creditors  
13 Dynamic, Sabella, Peter and Dorothy Suprunuk (the "Suprunuks"), and Clifford Douglas /  
14 Corporate Funding Financial of America ("Douglas / CFFAI"), and the Debtor sought authorization  
15 to pay the settled secured claims of such creditors. The Debtor hereby proposes to amend the  
16 Original Motion; the Original Motion otherwise shall remain pending, subject to such further  
17 amendments as may hereafter be noticed.<sup>1</sup> The amendments to the proposed settlements with  
18 Dynamic and Sabella are summarized as follows:

19 • Instead of an allowed first priority secured claim in the amount of \$13,600,000 plus  
20 interest at the non-default rate of 10% per annum on the unpaid principal balance of \$3,100,000  
21 from May 3, 2005, now Dynamic would have an allowed first priority secured claim in the amount  
22 of \$14,297,500 plus interest at the non-default rate of 10% per annum on the unpaid principal  
23 balance of \$3,797,500 from and after February 1, 2006.

24 • Instead of an allowed second priority secured claim in the amount of \$1,200,000 plus  
25 interest at the non-default rate of 10% per annum from May 3, 2005, now Sabella would have an  
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28 <sup>1</sup> The Debtor expects that further hearings on the proposed settlements (including any  
amendments thereto) with the Suprunuks and Douglas / CFFAI will be scheduled after the Court  
conducts hearings concerning the proposed amended settlements with Dynamic and Sabella.

1 allowed second priority secured claim in the amount of \$1,315,000 plus interest at the non-default  
2 rate of 10% per annum on such amount from and after February 1, 2006.<sup>2</sup>

3       • Instead of such attorneys' fees and costs incurred from and after May 10, 2005 as  
4 may be allowed by the Court subject to a cap of \$125,000 through October 21, 2005, Dynamic and  
5 Sabella would be entitled to seek all of their attorneys' fees and costs incurred after February 1,  
6 2006. If reasonable and appropriately documented, the Debtor would be authorized to pay such fees  
7 and costs up to \$50,000 without further order of the Court; if the Debtor is not satisfied that the  
8 post-February 1, 2006 fees and costs are appropriately documented and reasonable, or if the post-  
9 February 1, 2006 fees and costs requested exceed \$50,000, Court approval for such fees and costs  
10 would be required.

11       • As for Dynamic's Claim No. 15 filed for more than \$18,000,000 that was secured by  
12 a lien in a portion of the Debtor's real property known as Parcel 14, instead of settling this claim by  
13 providing Dynamic with a \$100,000 general unsecured claim, now the claim will be carved out of  
14 the settlement and addressed at a later time.

15       • Instead of permitting Dynamic and Sabella to cancel the settlement if not approved  
16 by October 21, 2005, now they could cancel the settlement if it is not approved by April 6, 2006 or  
17 if payment is not made by April 17, 2006.

18  
19       A true and correct copy of the proposed amended settlement agreement with Dynamic and  
20 Sabella is attached hereto as Exhibit 1. True and correct updated accountings reflecting the total  
21 claims of Dynamic and Sabella as of January 31, 2006 are attached hereto as Exhibit 2 and 3,  
22 respectively. Parties in interest are directed to such Exhibits for the particulars of the proposed  
23 amended settlements and the underlying claims.

24       This Amended Motion is and will be brought pursuant to Bankruptcy Code sections 105(a)  
25 and 551, and pursuant to Federal Rule of Bankruptcy Procedure 9019(a), on the grounds that the  
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27       <sup>2</sup> The amended settlement agreement reflects a reduction in the interest rate from 10.5% to  
28 10.0% on Sabella's secured claim. This reduction was previously agreed to and described in open  
court on September 21, 2005.

1 proposed settlements as amended are reasonable and are in the best interests of creditors and the  
2 bankruptcy estate.

3 This Amended Motion is and will be based on the instant Notice of Amended Motion and  
4 Amended Motion, and also on the original Notice of Motion and Motion [Docket No. 307], the  
5 Memorandum of Points and Authorities [Docket No. 308], the Declaration of William P. Johnson  
6 [Docket No. 309], the Declaration of Isaac Lei [Docket No. 310], the Request For Judicial Notice  
7 [Docket No. 311], and the Declaration of Angela C. Sabella [Docket No. 312], all of which were  
8 served and filed on August 24, 2005; this Amended Motion also is and will be based on the Reply  
9 Memorandum of Points and Authorities [Docket No. 334], the Reply Declaration of Clifford  
10 Douglas [Docket No. 335], the Supplemental Declaration of William Johnson [Docket No. 337], the  
11 Responses to Evidentiary Objections [Docket Nos. 339, 340], the Supplemental Declaration of  
12 Angela Sabella [Docket No. 341], and the Reply of Dynamic Finance [Docket No. 343], all of  
13 which were served and filed on September 16, 2005. In addition, the Debtor relies on such  
14 testimony or documentary evidence as was presented at the September 21, 2005 hearing on the  
15 Original Motion, and the Debtor may also rely upon such testimony or documentary evidence as  
16 may be presented at the February 6, 2006 hearing or at any later motion hearings or evidentiary  
17 hearings.

18 Except as amended hereby, the Original Motion remains pending as filed, subject to any  
19 further amendments as may hereafter be noticed.

20 Any opposition or other response to this Amended Motion must be served upon the  
21 undersigned and the original and one copy of such papers with proof of service must be filed with  
22 the Clerk of the United States Bankruptcy Court at the above-noted address, NOT LATER THAN  
23 FOURTEEN (14)<sup>3</sup> DAYS FROM THE DATE OF SERVICE.

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28 <sup>3</sup> If you were served electronically or by mail, you have three (3) additional days to take the  
above-stated actions.

1 WHEREFORE, the Debtor respectfully requests that the Court issue an order as follows:

2 1. Approving the proposed amended settlements with Dynamic and Sabella as set forth  
3 in the proposed amended settlement agreement attached hereto as Exhibit 1, authorizing payment to  
4 Dynamic and Sabella in accordance therewith, and scheduling for further hearing the other proposed  
5 settlements described in the Original Motion (subject to any further amendments as may hereafter be  
6 noticed);


7 2. Otherwise granting the relief requested pursuant to the Original Motion; and

8 3. For such other and further relief as the Court may deem just and proper.  
9

10 Dated: January 5, 2006

NUGENT, WEINMAN, ABBENE,  
ALCOCK & WOLFE, APC

11  
12 By:

  
K. Todd Curry  
Attorneys for Debtor / Debtor In Possession  
North Plaza, LLC  
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**EXHIBIT "1"**

**AMENDED SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

This Agreement is made as of January 4, 2006, by and between North Plaza, LLC (the "Debtor"), debtor in possession, on the one hand, and Dynamic Finance Corporation ("Dynamic") and Angela C. Sabella ("Sabella"), on the other hand, as follows:

**RECITALS**

A. On January 28, 2004, an involuntary petition for relief under Chapter 11 of Title 11 of the United States Code was filed against the Debtor, thereby commencing the bankruptcy proceeding styled In re North Plaza, LLC, United States Bankruptcy Court for the Southern District of California Case No. 04-00769-PB11. The Debtor did not contest the involuntary petition, and on February 27, 2004, an order for relief was entered as to the Debtor. The Debtor continues to manage its affairs as a debtor in possession.

B. Dynamic is the lender, and the Debtor is the borrower, under that certain Secured Promissory Note dated July 7, 1998 (the "Secured Promissory Note") in the original principal amount of \$4,400,000. The Secured Promissory Note was secured by a first priority deed of trust in the Debtor's real property situated along Interstate Highway 15 in Temecula, California and consisting of approximately 42 acres (the "Real Property"). The deed of trust was recorded on July 28, 1998 in the Official Records of Riverside County as Instrument No. 314934. Pursuant to a series of loan extension/modification agreements and a series of modifications of the deed of trust, the maturity date of the loan was extended and the maximum principal balance was increased. Pursuant to Dynamic's Claim No. 16 filed January 27, 2005, Dynamic alleges that as of January 28, 2004, the amount due pursuant to the Secured Promissory Note exceeded \$12,500,000; Dynamic alleges that as of January 31, 2006, the amount due pursuant to the Secured Promissory Note (including default interest, attorneys' fees, and other costs and charges) will exceed \$5,000,000 (the claim would exceed \$15,500,000 but for the pay down referenced in paragraph G below).

C. On or about June 30, 2000, the Debtor issued to Dynamic a deed of trust in the Real Property to provide additional security for the obligations of Rancho California Country Club, LLC to Dynamic. Such deed of trust (the "RCC Deed of Trust") was recorded in the Official Records of Riverside County on January 19, 2001 as Instrument No. 01-023805 and has been released as to all of the Real Property except Parcel 14. In connection with such deed of trust, Dynamic filed Claim No. 15 on January 27, 2005.

D. As further security for the obligations of Rancho California Country Club, LLC to Dynamic (see Recital C above), Dynamic may have received a junior collateral interest in (i) that certain Note Secured By Deed of Trust dated September 17, 2002 pursuant to which the Debtor promised to pay Vail Lake Village and Resort, LLC the principal sum of \$1,200,000 plus interest, and (ii) that certain related deed of trust in the Real Property recorded in the Official Records of Riverside County on September 23, 2002 as Instrument No. 526064. (The just mentioned Note Secured By Deed of Trust and the related deed of trust are presently held by Clifford Douglas and Corporate Funding Financial of America, Inc., as evidenced by Claim No. 2 filed on June 1, 2004.)

E. Sabella is the assignee and owner of, and the Debtor is the obligor under, that certain Note Secured By Deed of Trust dated January 28, 1998 (the "Secured Note") in the original principal amount of \$739,064.07. The Secured Note was secured by a second priority deed of trust in the Real Property. The deed of trust was recorded on October 23, 1998 in the Official Records of Riverside County as Instrument No. 459371. The maturity date of the Secured Note was June 12, 1999. Pursuant to Sabella's Claim No. 14 filed January 27, 2005, Sabella alleges that as of January 28, 2004, the amount due pursuant to the Secured Note exceeded \$1,400,000. Sabella alleges that as of January 31, 2006, the amount due pursuant to the Secured Note (excluding attorneys' fees, and other costs and charges) will exceed \$1,690,000.

F. Pursuant to that certain Order Authorizing Sale of Nonresidential Real Property Free and Clear of Liens, Claims, and Interests entered February 3, 2005, Dynamic's and Sabella's liens in the Real Property were transferred and attached to the proceeds of sale of the Real Property to the same extent, validity, and priority as they existed with respect to the Real Property.

G. On May 3, 2005, pursuant to the Order Conditionally Allowing a Portion of Claim No. 16 and Authorizing Interim Payment to Dynamic Finance Corporation, the Debtor paid to Dynamic the sum of \$10,500,000, which has been credited toward the outstanding obligation represented by Dynamic's Claim No. 16.

H. The Debtor and Dynamic and Sabella desire to settle and resolve Dynamic's and Sabella's claims and liens in the Debtor's property, as well as all other disputes and other matters between them.

NOW THEREFORE, in consideration of the foregoing, and for other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

#### **AGREEMENT**

1. Allowance of Dynamic's Claim No. 16. Dynamic's Claim No. 16 shall be allowed as a secured, first priority claim (subject only to the general lien for real property taxes) in the amount of \$14,297,500, such that when the \$10,500,000 interim payment is taken into account, the unpaid amount of such claim as of February 1, 2006 shall be \$3,797,500. The unpaid sum of \$3,797,500 shall bear interest at the rate of 10% per annum (which is the non-default rate set forth in Dynamic's loan documents) from and after February 1, 2006 until paid. To the extent not allowed pursuant to this Agreement, Dynamic's Claim No. 16 shall be disallowed.

2. Allowance of Sabella's Claim No. 14. Sabella's Claim No. 14 shall be allowed as a secured, second priority claim (subject only to the general lien for real property taxes) in the amount of \$1,315,000. The unpaid sum of \$1,315,000 shall bear interest at the rate of 10.0% per annum from and after February 1, 2006 until paid. To the extent not allowed pursuant to this Agreement, Sabella's Claim No. 14 shall be disallowed.



3. Payment of Dynamic's Claim No. 16 and Sabella's Claim No. 14. Dynamic's allowed Claim No. 16 and Sabella's allowed Claim No. 14 shall be paid as soon as practicable after allowance thereof, either pursuant to order of the Bankruptcy Court upon motion by the Debtor to pay such Claim, or, if required by the Bankruptcy Court, pursuant to a plan of reorganization/liquidation.

4. Attorneys' Fees Pursuant to 11 U.S.C. § 506(b). In addition to the amounts referenced in section 1 and 2 above as being included in Dynamic's allowed Claim No. 16 and Sabella's allowed Claim No. 14, Dynamic and Sabella shall be entitled to add to their allowed Claim No. 16 and/or Claim No. 14, pursuant to Bankruptcy Code section 506(b) [11 U.S.C. § 506(b)], attorneys' fees and costs incurred by Dynamic and/or Sabella from and after February 1, 2006. If the total requested amount of such attorneys' fees and costs is \$50,000 or less, the requested amount shall be added to and included in Dynamic's allowed Claim No. 16 and/or Sabella's allowed Claim No. 14 without further order of the Bankruptcy Court provided that the Debtor is satisfied that the amount requested is reasonable and has been adequately documented. If the requested amount of such attorneys' fees and costs exceeds \$50,000, or if the Debtor is not satisfied that the amount requested is reasonable and has been adequately documented, then Dynamic and/or Sabella shall be entitled to add to their allowed Claim No. 16 and/or Claim No. 14 attorneys' fees and costs incurred by Dynamic and/or Sabella from and after February 1, 2006 in such amount as the Bankruptcy Court may allow pursuant to Bankruptcy Code section 506(b) [11 U.S.C. § 506(b)] after notice and a hearing.

5. Treatment of Dynamic's Claim No. 15. Dynamic's Claim No. 15 shall not be affected by this Agreement. Such claim will be addressed at a later date.

6. Release of Collateral Interest in Douglas Note and Deed of Trust. Dynamic shall and hereby does release any and all claims it might have against the Debtor, the Debtor's bankruptcy estate, and/or the Debtor's property arising from (i) that certain Note Secured By Deed of Trust dated September 17, 2002 pursuant to which the Debtor promised to pay Vail Lake Village and Resort, LLC the principal sum of \$1,200,000 plus interest, and (ii) that certain related deed of trust in the Real Property recorded in the Official Records of Riverside County on September 23, 2002 as Instrument No. 526064.

7. Release of Debtor by Dynamic. Except as to the obligations created pursuant to this Agreement, and except for any obligation(s) or lien(s) asserted pursuant to Dynamic's Claim No. 15, Dynamic fully and forever releases and discharges the Debtor, the Debtor's property, the Debtor's bankruptcy estate, property of the Debtor's bankruptcy estate, and the Debtor's bankruptcy professionals from any and all claims, debts, liabilities, demands, obligations, liens, deeds of trust, costs, expenses, attorneys' fees, damages, actions, and causes of action of whatever kind or nature, whether known or unknown, arising directly or indirectly from the Secured Promissory Note, the deed of trust recorded on July 28, 1998 in the Official Records of Riverside County as Instrument No. 314934, the Debtor's bankruptcy case, the Debtor's Real Property and/or any other claim Dynamic may have or assert against any of the persons, entities, or property named or described above, provided however, that nothing herein shall affect or release any claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions, or causes of action of whatever kind or nature, or any other matters whatsoever, held or asserted against any persons, entities, or property not specifically described or named above in this Section 7, including, without limitation any

of the following (against whom any and all rights, claims and causes of action of Dynamic are hereby expressly reserved) : (a) the Debtor's officers, directors, affiliates, owners, shareholders, members, managers, or assigns, guarantors or co-obligors of any obligations of the Debtor, or spouses of any of the same, and (b) service or insurance providers to the Debtor, including, without limitation, First American Title Company; First American Title Insurance Company, First American Title Company of Los Angeles and any alter egos, affiliates, agents or principals of the foregoing relating to the RCC Deed of Trust or any other matters. Notwithstanding the foregoing or any other provision of this Agreement, the release of the Debtor's bankruptcy professionals contained in this Section 7 shall be limited to matters relating to or arising out of the Debtor's bankruptcy case.

8. Release of Debtor by Sabella. Except as to the obligations created pursuant to this Agreement, Sabella fully and forever releases and discharges the Debtor, the Debtor's property, the Debtor's bankruptcy estate, property of the Debtor's bankruptcy estate, and the Debtor's bankruptcy professionals from any and all claims, debts, liabilities, demands, obligations, liens, deeds of trust, costs, expenses, attorneys' fees, damages, actions, and causes of action of whatever kind or nature, whether known or unknown, arising directly or indirectly from the Secured Note, the deed of trust recorded on October 23, 1998 in the Official Records of Riverside County as Instrument No. 459371, the Debtor's bankruptcy case, the Debtor's Real Property and/or any other claim Sabella may have or assert against any of the persons, entities, or property named or described above, provided, however, that nothing herein shall affect or release any claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions, or causes of action of whatever kind or nature, or any other matters whatsoever, held or asserted against any persons, entities, or property not specifically described or named above in this Section 8, including, without limitation any of the following (against whom any and all rights, claims and causes of action of Sabella are hereby expressly reserved) : (a) the Debtor's officers, directors, affiliates, owners, shareholders, members, managers, or assigns, guarantors or co-obligors of any obligations of the Debtor, or spouses of any of the same, and (b) service or insurance providers to the Debtor, including, without limitation, First American Title Company; First American Title Insurance Company, First American Title Company of Los Angeles and any alter egos, affiliates, agents or principals of the foregoing relating to the RCC Deed of Trust or any other matters. Notwithstanding the foregoing or any other provision of this Agreement, the release of the Debtor's bankruptcy professionals contained in this Section 8 shall be limited to matters relating to or arising out of the Debtor's bankruptcy case.

9. Release of Dynamic by Debtor. Except as to the obligations created pursuant to this Agreement, and except for any matters arising out of obligation(s) or lien(s) asserted pursuant to Dynamic's Claim No. 15, the Debtor and the Debtor's bankruptcy estate, and each of them, fully and forever release and discharge Dynamic and its predecessors, successors, representatives, agents, transferees, attorneys, insurance companies, employees, officers, directors, affiliates, owners, shareholders, and assigns, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions, and causes of action of whatever kind or nature, whether known or unknown, arising directly or indirectly from the Secured Promissory Note, the deed of trust recorded on July 28, 1998 in the Official Records of Riverside County as Instrument No. 314934, the Debtor's bankruptcy case,

the Debtor's Real Property and/or any other claim the Debtor or its bankruptcy estate may have or assert against any of such released persons or entities.

10. Release of Sabella by Debtor. Except as to the obligations created pursuant to this Agreement, the Debtor and the Debtor's bankruptcy estate, and each of them, fully and forever release and discharge Sabella, and her predecessors, successors, representatives, agents, transferees, attorneys, insurance companies, employees, affiliates, and assigns from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions, and causes of action of whatever kind or nature, whether known or unknown, arising directly or indirectly from the Secured Note, the deed of trust recorded on October 23, 1998 in the Official Records of Riverside County as Instrument No. 459371, the Debtor's bankruptcy case, the Debtor's Real Property and/or any other claim the Debtor or its bankruptcy estate may have or assert against any of such released persons or entities.

11. Waiver of Section 1542 Rights. It is the intention of the parties hereto that the respective releases given by them pursuant to Sections 6, 7, 8, 9, and/or 10 of this Agreement shall, except as expressly reserved or excluded above or elsewhere in this Agreement, be effective as a bar to all claims, demands, controversies, actions, causes of action and obligations, of whatsoever character, nature, and kind, known or unknown, suspected or unsuspected, with respect to the Real Property and obligations specified, listed or described in Sections 6, 7, 8, 9 and/or 10 of this Agreement (excluding all such excluded and reserved matters and claims, the "Released Claims"). In furtherance of this intention, with respect to the Released Claims, the parties expressly waive any and all rights and benefits conferred by the provisions of section 1542 of the California Civil Code (or any similar law). Section 1542 provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Each party hereto understands and acknowledges the significance and consequences of such specific waiver of Section 1542 (and any similar law) and hereby assumes full responsibility for the consequences thereof.

12. Bankruptcy Court Approval. This Agreement is subject to Bankruptcy Court approval after notice and an opportunity for hearing. The Debtor shall promptly file a motion for approval of this Agreement and allowing and authorizing payment of Dynamic's Claim No. 16 and Sabella's Claim No. 14, and to the extent required, a plan of reorganization/liquidation.

13. Deadline For Bankruptcy Court Approval. If the Bankruptcy Court has not entered an order approving this Agreement and allowing and authorizing payment of Dynamic's Claim No. 16 and Sabella's Claim No. 14 by April 6, 2006, or if the payments on such claims are not made by April 17, 2006, Dynamic and Sabella may elect to cancel this Agreement.

14. Integration Clause. This Agreement contains the entire agreement between the parties relating to the settlement and transactions contemplated hereby, and all prior

or contemporaneous needs, agreements, understandings, representations, and statements, whether oral or written, and whether by a party hereto or such party's legal counsel, are merged herein.

15. Modification. This Agreement may not be changed, altered, or modified except in a writing signed by the parties. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the parties.

16. California Law. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of California to the extent that non-bankruptcy law applies.

17. No Prior Assignments. The parties hereto each represent and warrant to each other that they have not assigned or transferred to any third party any of the rights, claims, causes of action, or other matters that they are obligated to release or transfer pursuant to this Agreement.

18. Signatories' Authority. Subject to section 9 above (regarding Bankruptcy Court approval), each entity executing this Agreement represents that it is authorized to do so, and each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on his or her own behalf, represents that he or she is authorized to execute this Agreement on behalf of that entity.

19. Binding on Successors and Assigns. This Stipulation shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns, including, without limitation, any Chapter 11 or Chapter 7 trustee.

20. Attorneys' Fees and Costs. In the event any party hereto fails to perform any of its obligations under this Agreement, or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party in enforcing or establishing their rights hereunder, including without limitation court costs and reasonable attorneys' fees.

21. No Admissions. The parties expressly recognize and agree that the terms and conditions of this Agreement constitute a compromise of contested matters, and neither the offer nor the acceptance of the terms and conditions represent an admission regarding the merits of any other party's claims or assertions.

22. Execution of Documents / Cooperation. Each party agrees to execute all further documents, and to provide all reasonable documentation and cooperation, as may be necessary or appropriate to carry out all of the provisions of this Agreement.

23. Non-Reliance Upon Representations. Except as expressly stated in this Agreement, no party hereto, nor any officer, agent, employee, representative, or attorney for any party, has made any statement or representation to any other party hereto regarding any fact relied upon in entering into this Agreement, and no party hereto relies upon any such statement or representation in executing this Agreement.

24. Review and Consultation with Counsel. The parties have read this Agreement, have had the opportunity to consult with counsel of their own choosing in connection with this Agreement, and have made such investigation of the facts as they deem necessary.

25. Time of Essence. Time is of the essence for the performance of each and every covenant and the satisfaction of each and every condition contained in this Agreement.

26. Construction. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared it.

27. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the second business day after mailing by United States certified mail, return receipt requested, addressed as follows:

***To the Debtor:***

North Plaza, LLC  
Attn: William P. Johnson, manager  
P.O. Box 1955  
Rancho Santa Fe, CA 92067

***with a copy to:***

K. Todd Curry, Esq.  
Nugent, Weinman, Abbene, Alcock & Wolfe  
1010 Second Avenue, Ste. 2200  
San Diego, CA 92101  
Telephone: (619) 236-1323  
Facsimile: (619) 238-0465

***To Dynamic and/or Sabella:***

Dynamic Finance Corporation  
Attn: Angela Sabella  
853 East Valley Blvd., Ste. 200  
San Gabriel, CA 91776

***with a copy to:***

Richard M. Pachulski, Esq.  
Stanley E. Goldich, Esq.  
Pachulski, Stang, Ziehl, Young, Jones & Weintraub PC  
10100 Santa Monica Blvd., 11<sup>th</sup> Floor  
Los Angeles, CA 90067  
Telephone: (310) 277-6910  
Facsimile: (310) 201-0760

or to such other address or other person as either party hereto shall designate to the other in writing.

28. Counterparts. This Agreement may be executed in one or more counterparts with the same force and effect as if executed in a single, complete document.

29. Facsimile signatures. The parties' facsimile signatures shall be deemed equivalent to original signatures.

30. Headings. The headings in this Agreement are only for the convenience of the parties and shall not be relied upon to limit, expand, or interpret this Agreement or the substantive provisions hereof in any way.

31. Bankruptcy Court Jurisdiction. The United States Bankruptcy Court for the Southern District of California will retain jurisdiction to the fullest extent possible with respect to any issues, disputes, or controversies that may arise out of this Agreement. In the absence of such jurisdiction, this agreement shall be deemed entered into in the City of San Diego, and the San Diego Superior Court shall have exclusive jurisdiction to determine such issues, disputes, or controversies.

IN WITNESS WHEREOF, the parties and their respective attorneys have approved and executed this Agreement on the dates set forth opposite their respective signatures.

Dated: \_\_\_\_\_

NORTH PLAZA, LLC

By: \_\_\_\_\_  
William P. Johnson, manager

Dated: \_\_\_\_\_

DYNAMIC FINANCE CORPORATION

By: \_\_\_\_\_  
Angela Sabella, President

Dated: \_\_\_\_\_

ANGELA C. SABELLA

By: \_\_\_\_\_  
Angela C. Sabella, an individual

Approved as to Form:

NUGENT, WEINMAN, ABBENE, ALCOCK &  
WOLFE, APC

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
K. Todd Curry  
Attorneys for North Plaza, LLC

PACHULSKI, STANG, ZIEHL, YOUNG,  
JONES & WEINTRAUB PC

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Richard M. Pachulski  
Stanley E. Goldich  
Attorneys for Dynamic Finance  
Corporation and Angela C. Sabella

**EXHIBIT "2"**



Lender:		Dynamic Finance Corporation			Include 4th Extension		
Loan #:		DFC#103					
		Loan Amount	Loan Fee	Maturity Date	Int. Rate	Interest Payment:	Monthly interest reserve
Funded:	07/28/98	\$4,400,000.00	\$308,000.00	07/31/99	13%	Default Rate:	Fixed- 5%
1st Extension		6,000,000.00	300,000.00	07/31/00	13%	Prepayment Penalty:	None
2nd Extension		8,000,000.00	240,000.00	02/28/01	13%	Borrower:	North Plaza, LLC
3rd Extension		9,500,000.00	190,000.00	07/31/02	10%	Guarantor:	William & Patricia Johnson
4th Extension		9,500,000.00	807,500.00	12/31/03	10%		

		6,257,353.96	1,038,000.00	615,518.98	2,820,165.02	9,500,000.00		125,626.22	807,500.00	609,596.83	1,564,043.73	2,262.02	Total Interest 4,384,208.76				2,311,030.36	4,384,208.76		
Date	Chk#	Principal Information						Chk#	Additional Advances	Loan Fees Payable	Repayment	Accrued Interest	Interest n advance	Total	Interest Calculation			Default Interest		Total Due
		Drawn	Loan Fees	Repayment	Funded Interest	Loan Balance									Rate	Period	Int / Princ Amount	15% Amount		
						Available	Outstanding									From	To			
07/08/98			308,000.00			4,400,000.00	308,000.00							308,000.00	13%	07/08	07/28	2,224.44		
07/28/98	#1401	2,782,462.56				1,309,537.44	3,090,462.56							3,090,462.56	13%	07/28	07/29	1,116.00		
07/29/98	#1405	64,413.57				1,245,123.87	3,154,876.13							3,154,876.13	13%	07/29	07/30	1,139.26		
07/30/98				19.66		1,245,143.53	3,154,856.47							3,154,856.47	13%	07/30	08/01	2,278.51		6,758.21
08/01/98					6,758.21	1,238,385.32	3,161,614.68							3,161,614.68	13%	08/01	08/08	7,991.86		
08/08/98	Varies	162,000.00			-	1,076,385.32	3,323,614.68							3,323,614.68	13%	08/08	09/01	28,804.66		36,796.52
09/01/98					36,796.52	1,039,588.80	3,360,411.20							3,360,411.20	13%	09/01	09/11	12,134.82		
09/11/98	#1428	2,200.00			-	1,037,388.80	3,362,611.20							3,362,611.20	13%	09/11	09/29	21,856.97		
09/29/98	Varies	39,714.00			-	997,674.80	3,402,325.20							3,402,325.20	13%	09/29	10/01	2,457.23		36,449.03
10/01/98					36,449.03	961,225.77	3,438,774.23							3,438,774.23	13%	10/01	10/30	36,011.61		
10/30/98	#1473	4,000.00			-	957,225.77	3,442,774.23							3,442,774.23	13%	10/30	11/01	2,486.45		38,498.06
11/01/98					38,498.06	918,727.72	3,481,272.28							3,481,272.28	13%	11/01	12/01	37,713.78		37,713.78
12/01/98	#1496/99	1,765.60			37,713.78	879,248.33	3,520,751.67							3,520,751.67	13%	12/01	12/07	7,628.30		
12/07/98	#1502	2,200.00			-	877,048.33	3,522,951.67							3,522,951.67	13%	12/07	12/10	3,816.53		
12/10/98	#1504	79,074.87			-	797,973.46	3,602,026.54							3,602,026.54	13%	12/10	01/01	28,616.10		40,060.93
01/01/99					40,060.93	757,912.54	3,642,087.46							3,642,087.46	13%	01/01	02/01	40,771.15		40,771.15
02/01/99					40,771.15	717,141.39	3,682,858.61							3,682,858.61	13%	02/01	02/11	13,299.21		
02/11/99	Varies	2,229.75			-	714,911.64	3,685,088.36							3,685,088.36	13%	02/11	03/01	23,953.07		37,252.29
03/01/99					37,252.29	677,659.35	3,722,340.65							3,722,340.65	13%	03/01	04/01	41,669.54		41,669.54
04/01/99					41,669.54	635,989.82	3,764,010.18							3,764,010.18	13%	04/01	05/01	40,776.78		40,776.78
05/01/99					40,776.78	595,213.04	3,804,786.96							3,804,786.96	13%	05/01	05/12	15,113.46		
05/12/99	Varies	8,184.16			-	587,028.88	3,812,971.12							3,812,971.12	13%	05/12	06/01	27,538.12		42,651.58
06/01/99					42,651.58	544,377.30	3,855,622.70							3,855,622.70	13%	06/01	06/14	18,100.01		
06/14/99	#1650	4,000.00			-	540,377.30	3,859,622.70							3,859,622.70	13%	06/14	06/22	11,150.02		
06/22/99	Varies	18,286.47			-	522,090.83	3,877,909.17							3,877,909.17	13%	06/22	06/24	2,800.71		
06/24/99	#1659	23,230.00			-	498,860.83	3,901,139.17							3,901,139.17	13%	06/24	06/29	7,043.72		
06/29/99	#1661	100,000.00			-	398,860.83	4,001,139.17							4,001,139.17	13%	06/29	07/01	2,889.71		41,984.18
07/01/99					41,984.18	356,876.65	4,043,123.35							4,043,123.35	13%	07/01	07/08	10,220.12		
07/08/99	#1670	5,253.30			-	351,623.35	4,048,376.65							4,048,376.65	13%	07/08	07/19	16,081.05		
07/19/99	#1677	120,000.00			-	231,623.35	4,168,376.65							4,168,376.65	13%	07/19	07/26	10,536.73		
07/26/99	#1681	6,960.00			-	224,663.35	4,175,336.65							4,175,336.65	13%	07/26	08/01	9,046.56		45,884.46
08/01/99	Lender Fee				45,884.46	1,778,778.89	4,221,221.11							4,221,221.11	13%	08/01	08/06	7,621.65		
08/06/99	#1760	1,760.00			-	1,777,018.89	4,222,981.11							4,222,981.11	13%	08/06	08/09	4,574.90		
08/09/99	#1699	10,000.00			-	1,767,018.89	4,232,981.11							4,232,981.11	13%	08/09	08/13	6,114.31		
08/13/99	#1706/09	14,267.50			-	1,752,751.39	4,247,248.61							4,247,248.61	13%	08/13	08/22	13,803.56		
08/22/99	#1718	3,372.00			-	1,749,379.39	4,250,620.61							4,250,620.61	13%	08/22	08/27	7,674.73		
08/27/99	Varies	224,376.25			-	1,525,003.14	4,474,996.86							4,474,996.86	13%	08/27	09/01	8,079.86		47,869.00
09/01/99					47,869.00	1,477,134.14	4,522,865.86							4,522,865.86	13%	09/01	09/07	9,799.54		
09/07/99	#1733/34	200,000.00			-	1,277,134.14	4,722,865.86							4,722,865.86	13%	09/07	09/24	28,993.15		
09/24/99	#1748	60,000.00			-	1,217,134.14	4,782,865.86							4,782,865.86	13%	09/24	09/27	5,181.44		
09/27/99	#1746	15,000.00			-	1,202,134.14	4,797,865.86							4,797,865.86	13%	09/27	09/28	1,732.56		
09/28/99	#1757	5,000.00			-	1,197,134.14	4,802,865.86							4,802,865.86	13%	09/28	10/01	5,203.10		50,909.80
10/01/99	#1756	2,981.25			50,909.80	1,143,243.10	4,856,756.90							4,856,756.90	13%	10/01	10/04	5,261.49		
10/04/99	1st Ext		300,000.00		-	843,243.10	5,156,756.90							5,156,756.90	13%	10/04	10/12	14,897.30		
10/12/99	Varies	230,709.80			-	612,533.30	5,387,466.70							5,387,466.70	13%	10/12	10/25	25,291.16		
10/25/99	Varies	35,690.00			-	576,843.30	5,423,156.70							5,423,156.70	13%	10/25	11/01	13,708.53		59,158.48

		6,257,353.96	1,038,000.00	615,518.98	2,820,165.02	9,500,000.00	125,626.22	807,500.00	609,596.83	1,564,043.73	2,262.02	Total Interest 4,384,208.76		2,311,030.36	4,384,208.76					
Date	Chk#	Principal Information						Chk#	Additional Advances	Loan Fees Payable	Repayment	Accrued Interest	Interest n advance	Total	Interest Calculation			Default Interest		Total Due
		Drawn	Loan Fees	Repayment	Funded Interest	Loan Balance									Rate	Period From To	Int / Princ Amount	15% Amount		
11/01/99					59,158.48	517,684.82	5,482,315.18							5,482,315.18	13%	11/01	11/16	29,695.87		
11/16/99	#1788	85,000.00			-	432,684.82	5,567,315.18							5,567,315.18	13%	11/16	12/01	30,156.29		59,852.16
12/01/99					59,852.16	372,832.65	5,627,167.35							5,627,167.35	13%	12/01	12/20	38,608.62		
12/20/99	#1808	10,000.00			-	362,832.65	5,637,167.35							5,637,167.35	13%	12/20	01/01	24,427.73		63,036.35
01/01/00					63,036.35	299,796.31	5,700,203.69							5,700,203.69	13%	01/01	02/01	63,810.61		63,810.61
02/01/00					63,810.61	235,985.69	5,764,014.31							5,764,014.31	13%	02/01	02/25	49,954.79		
02/25/00	#1875	51,225.00			-	184,760.69	5,815,239.31							5,815,239.31	13%	02/25	03/01	10,499.74		60,454.53
03/01/00					60,454.53	124,306.16	5,875,693.84							5,875,693.84	13%	03/01	03/28	57,288.01		
03/28/00	#1895	10,000.00			-	114,306.16	5,885,693.84							5,885,693.84	13%	03/28	04/01	8,501.56		65,789.57
04/01/00					65,789.57	48,516.59	5,951,483.41							5,951,483.41	13%	04/01	04/27	55,877.82		
04/27/00	#1006-7	30,187.87			-	18,328.72	5,981,671.28							5,981,671.28	13%	04/27	05/01	8,640.19		64,518.01
05/01/00					64,518.01	(46,189.29)	6,046,189.29							6,046,189.29	13%	05/01	06/01	67,683.73		67,683.73
06/01/00					67,683.73	(113,873.02)	6,113,873.02							6,113,873.02	13%	06/01	07/01	66,233.62		66,233.62
07/01/00					66,233.62	(180,106.64)	6,180,106.64							6,180,106.64	13%	07/01	08/01	69,182.86		69,182.86
08/01/00	Lender Fee				69,182.86	1,750,710.50	6,249,289.50							6,249,289.50	13%	08/01	08/31	67,700.64		
08/31/00	1103&1106	57,291.89			-	1,693,418.61	6,306,581.39							6,306,581.39	13%	08/31	09/01	2,277.38		69,978.01
09/01/00					69,978.01	1,623,440.59	6,376,559.41							6,376,559.41	13%	09/01	09/21	46,052.93		
09/21/00	# 1125	1,532.00			-	1,621,908.59	6,378,091.41							6,378,091.41	13%	09/21	09/28	16,122.40		
09/28/00	#1129	26,714.00			-	1,595,194.59	6,404,805.41							6,404,805.41	13%	09/28	10/01	6,938.54		69,113.87
10/01/00					69,113.87	1,526,080.73	6,473,919.27							6,473,919.27	13%	10/01	10/27	60,782.91		
10/27/00	# 1149	22,288.84			-	1,503,791.89	6,496,208.11							6,496,208.11	13%	10/27	11/01	11,729.26		72,512.17
11/01/00					72,512.17	1,431,279.72	6,568,720.28							6,568,720.28	13%	11/01	11/16	35,580.57		
11/16/00				42,732.70	-	1,474,012.42	6,525,987.58							6,525,987.58	13%	11/16	12/01	35,349.10		70,929.67
12/01/00					70,929.67	1,403,082.75	6,596,917.25							6,596,917.25	13%	12/01	12/14	30,968.86		
12/14/00	#1183	20,000.00			-	1,383,082.75	6,616,917.25							6,616,917.25	13%	12/14	12/21	16,726.10		
12/21/00	#1197	5,000.00			-	1,378,082.75	6,621,917.25							6,621,917.25	13%	12/21	01/01	26,303.73		73,998.68
01/01/01					73,998.68	1,304,084.06	6,695,915.94							6,695,915.94	13%	01/01	01/03	4,835.94		
01/03/01	1201&120	<b>32,425.00</b>			-	1,271,659.06	6,728,340.94							6,728,340.94	13%	01/03	01/04	2,429.68		
01/04/01	2nd Ext		240,000.00		-	1,031,659.06	6,968,340.94							6,968,340.94	13%	01/04	01/22	45,294.22		
01/22/01	#1234	910.00			-	1,030,749.06	6,969,250.94							6,969,250.94	13%	01/22	01/29	17,616.72		
01/29/01	1236&123	<b>10,000.00</b>			-	1,020,749.06	6,979,250.94							6,979,250.94	13%	01/29	01/30	2,520.29		
01/30/01	#1244	952,000.00			-	68,749.06	7,931,250.94							7,931,250.94	13%	01/30	01/31	2,864.06		
01/31/01				175,000.00	-	243,749.06	7,756,250.94							7,756,250.94	13%	01/31	02/01	2,800.87		78,361.77
02/01/01					78,361.77	165,387.29	7,834,612.71							7,834,612.71	13%	02/01	02/07	16,974.99		
02/07/01	#1247	7,500.00			-	157,887.29	7,842,112.71							7,842,112.71	13%	02/07	02/09	5,663.75		
02/09/01	#1250	7,835.10			-	150,052.19	7,849,947.81							7,849,947.81	13%	02/09	02/16	19,842.92		
02/16/01	#1235	1,840.00			-	148,212.19	7,851,787.81							7,851,787.81	13%	02/16	03/01	36,859.78		79,341.45
03/01/01	Lender Fee				79,341.45	1,568,870.75	7,931,129.25							7,931,129.25	10%	03/01	03/02	2,203.09		
03/02/01	# 1259	10,000.00			-	1,558,870.75	7,941,129.25							7,941,129.25	10%	03/02	03/09	15,441.08		
03/09/01	# 1267	10,000.00			-	1,548,870.75	7,951,129.25							7,951,129.25	10%	03/09	03/14	11,043.24		
03/14/01	1268 & 127	10,877.50			-	1,537,993.25	7,962,006.75							7,962,006.75	10%	03/14	04/01	39,810.03		68,497.44
04/01/01					68,497.44	1,469,495.80	8,030,504.20							8,030,504.20	10%	04/01	04/05	8,922.78		
04/05/01	#1300	50,000.00			-	1,419,495.80	8,080,504.20							8,080,504.20	10%	04/05	05/01	58,359.20		67,281.98
05/01/01					67,281.98	1,352,213.82	8,147,786.18							8,147,786.18	10%	05/01	05/02	2,263.27		
05/02/01	#1319	5,000.00			-	1,347,213.82	8,152,786.18							8,152,786.18	10%	05/02	05/21	43,028.59		
05/21/01	1344 & 134	7,000.00			-	1,340,213.82	8,159,786.18							8,159,786.18	10%	05/21	06/01	24,932.68		70,224.55
06/01/01					70,224.55	1,269,989.28	8,230,010.72							8,230,010.72	10%	06/01	06/20	43,436.17		
06/20/01	#1384	5,000.00			-	1,264,989.28	8,235,010.72							8,235,010.72	10%	06/20	07/01	25,162.53		68,598.70
07/01/01					68,598.70	1,196,390.57	8,303,609.43							8,303,609.43	10%	07/01	08/01	71,503.30		71,503.30
08/01/01					71,503.30	1,124,887.27	8,375,112.73							8,375,112.73	10%	08/01	09/01	72,119.03		72,119.03
09/01/01					72,119.03	1,052,768.25	8,447,231.75							8,447,231.75	10%	09/01	09/08	16,425.17		
09/08/01	93,1452,1	23,724.00			-	1,029,044.25	8,470,955.75							8,470,955.75	10%	09/08	09/10	4,706.09		
09/10/01	#1454	100,000.00			-	929,044.25	8,570,955.75							8,570,955.75	10%	09/10	09/12	4,761.64		
09/12/01	59,1460,1	71,714.00			-	857,330.25	8,642,669.75							8,642,669.75	10%	09/12	09/30	43,213.35		
09/30/01	92,1478,1	93,597.62			-	763,732.63	8,736,267.37							8,736,267.37	10%	09/30	10/01	2,426.74		71,532.99

6,257,353.96		1,038,000.00	615,518.98	2,820,165.02	9,500,000.00		125,626.22	807,500.00	609,596.83	1,564,043.73	2,262.02	Total Interest 4,384,208.76					2,311,030.36	4,384,208.76		
Date	Chk#	Principal Information						Chk#	Additional Advances	Loan Fees Payable	Repayment	Accrued Interest	Interest n advance	Total	Interest Calculation			Default Interest		Total Due
		Drawn	Loan Fees	Repayment	Funded Interest	Available	Outstanding								Rate	Period From To	Int / Princ Amount	15% Amount		
10/01/01					71,532.99	692,199.63	8,807,800.37							8,807,800.37	10%	10/01	10/15	34,252.56		
10/15/01	3rd Ext		190,000.00		-	502,199.63	8,997,800.37							8,997,800.37	10%	10/15	10/19	9,997.56		
10/19/01	#1503	43,025.00			-	459,174.63	9,040,825.37							9,040,825.37	10%	10/19	10/19	0.00		
10/19/01	#1504	47,333.00			-	411,841.63	9,088,158.37							9,088,158.37	10%	10/19	10/23	10,097.95		
10/23/01				3,466.95	-	415,308.58	9,084,691.42							9,084,691.42	10%	10/23	10/24	2,523.53		
10/24/01	#1507	4,000.00			-	411,308.58	9,088,691.42							9,088,691.42	10%	10/24	10/25	2,524.64		
10/25/01	#1510	37,875.00			-	373,433.58	9,126,566.42							9,126,566.42	10%	10/25	11/01	17,746.10		77,142.33
11/01/01					77,142.33	296,291.25	9,203,708.75							9,203,708.75	10%	11/01	11/14	33,235.61		
11/14/01	1531&#153	12,000.00			-	284,291.25	9,215,708.75							9,215,708.75	10%	11/14	12/01	43,518.62		76,754.24
12/01/01					76,754.24	207,537.01	9,292,462.99					-		9,292,462.99	10%	12/01	12/04	7,743.72		
12/04/01	#1543	129,430.56			-	78,106.45	9,421,893.55					-	-	9,421,893.55	10%	12/04	01/01	73,281.39		81,025.11
01/01/02					78,106.45	0.00	9,500,000.00					2,918.66	-	9,502,918.66	10%	01/01	01/10	23,750.00		
01/10/02						0.00	9,500,000.00	#1567	13,000.00			-	-	9,515,918.66	10%	01/10	02/01	58,055.56		81,805.56
02/01/02						0.00	9,500,000.00					81,805.56	79.44	9,597,803.66	10%	02/01	02/04	7,916.67		
02/04/02						0.00	9,500,000.00	#1586	6,000.00			-	-	9,603,803.66	10%	02/04	03/01	65,972.22		73,888.89
03/01/02						0.00	9,500,000.00					73,888.89	142.78	9,677,835.33	10%	03/01	04/01	81,805.56		81,805.56
04/01/02						0.00	9,500,000.00					81,805.56	163.61	9,759,804.49	10%	04/01	05/01	79,166.67		79,166.67
05/01/02						0.00	9,500,000.00					79,166.67	158.33	9,839,129.49	10%	05/01	06/01	81,805.56		81,805.56
06/01/02						0.00	9,500,000.00					81,805.56	163.61	9,921,098.66	10%	06/01	07/01	79,166.67		79,166.67
07/01/02						0.00	9,500,000.00					79,166.67	158.33	10,000,423.66	10%	07/01	07/14	34,305.56		
07/14/02						0.00	9,500,000.00	#1721	21,500.00			-	-	10,021,923.66	10%	07/14	08/01	47,500.00		81,805.56
08/01/02						0.00	9,500,000.00					81,805.56	271.11	10,104,000.33	10%	08/01	08/14	34,305.56		
08/14/02						0.00	9,500,000.00	#1737	1,700.00			-	-	10,105,700.33	10%	08/14	08/19	13,194.44		
08/19/02				394,299.67		394,299.67	9,105,700.33				605,700.33	-	-	9,105,700.33	10%	08/19	08/22	7,588.08		
08/22/02	#1761	30,500.00				363,799.67	9,136,200.33					-	-	9,136,200.33	10%	08/22	09/01	25,378.33		80,466.42
09/01/02					80,466.42	283,333.26	9,216,666.74						-	9,216,666.74	10%	09/01	10/01	76,805.56		76,805.56
10/01/02					76,805.56	206,527.70	9,293,472.30					-	-	9,293,472.30	10%	10/01	11/01	80,027.12		80,027.12
11/01/02	#1857,1866	3,896.50			80,027.12	122,604.08	9,377,395.92						-	9,377,395.92	10%	11/01	11/08	18,233.83		
11/08/02	#1864	1,500.00			-	121,104.08	9,378,895.92						-	9,378,895.92	10%	11/08	12/01	59,920.72		78,154.55
12/01/02					78,154.55	42,949.53	9,457,050.47						-	9,457,050.47	10%	12/01	01/01	81,435.71		81,435.71
01/01/03					42,949.53	(0.00)	9,500,000.00					38,486.18	-	9,538,486.18	10%	01/01	02/01	81,805.56		81,805.56
02/01/03						(0.00)	9,500,000.00					81,805.56	-	9,620,291.74	10%	02/01	03/01	73,888.89		73,888.89
03/01/03						(0.00)	9,500,000.00					73,888.89	-	9,694,180.63	10%	03/01	04/01	81,805.56		81,805.56
04/01/03						(0.00)	9,500,000.00					81,805.56	-	9,775,986.18	10%	04/01	05/01	79,166.67		79,166.67
05/01/03						(0.00)	9,500,000.00					79,166.67	-	9,855,152.85	10%	05/01	06/01	81,805.56		81,805.56
06/01/03						(0.00)	9,500,000.00					81,805.56	-	9,936,958.41	10%	06/01	07/01	79,166.67		79,166.67
07/01/03						(0.00)	9,500,000.00					79,166.67	-	10,016,125.07	10%	07/01	07/02	2,638.89		
07/02/03						(0.00)	9,500,000.00				3,896.50	-	-	10,012,228.57	10%	07/02	08/01	79,166.67		81,805.56
08/01/03						(0.00)	9,500,000.00					81,805.56	-	10,094,034.13	10%	08/01	09/01	81,805.56		81,805.56
09/01/03						(0.00)	9,500,000.00					81,805.56	-	10,175,839.68	10%	09/01	10/01	79,166.67		79,166.67
10/01/03						(0.00)	9,500,000.00					79,166.67	-	10,255,006.35	10%	10/01	10/11	26,388.89		
10/11/03	4th Ext					(0.00)	9,500,000.00			807,500.00		-	-	11,062,506.35	10%	10/11	10/14	7,916.67		
10/14/03						(0.00)	9,500,000.00	#2325	51,100.00			-	-	11,113,606.35	10%	10/14	11/01	47,500.00		81,805.56
11/01/03						(0.00)	9,500,000.00					81,805.56	255.50	11,195,667.41	10%	11/01	11/21	52,777.78		
11/21/03						(0.00)	9,500,000.00	#2390	302.00			-	-	11,195,969.41	10%	11/21	12/01	26,388.89		79,166.67
12/01/03						(0.00)	9,500,000.00					79,166.67	426.67	11,275,562.74	10%	12/01	01/01	81,805.56		81,805.56
01/01/04						(0.00)	9,500,000.00					81,805.56	442.63	11,357,810.93	10%	01/01	01/16	-		
01/16/04						(0.00)	9,500,000.00	#2454	6,900.00					11,364,710.93	10%	01/16	01/21	-	71,029.44	
01/21/04						(0.00)	9,500,000.00	2458-60	25,124.22					11,389,835.15	10%	01/21	01/22	-	23,728.82	
01/22/04						(0.00)	9,500,000.00							11,389,835.15	10%	01/22	02/01	-		0.00
02/01/04						(0.00)	9,500,000.00							11,389,835.15	10%	02/01	02/05	-	47,457.65	
02/05/04						(0.00)	9,500,000.00							11,389,835.15	10%	02/05	03/01	-		0.00
03/01/04						(0.00)	9,500,000.00							11,389,835.15	10%	03/01	03/12	-	137,627.17	
03/12/04						(0.00)	9,500,000.00							11,389,835.15	10%	03/12	03/18	-		
03/18/04						(0.00)	9,500,000.00							11,389,835.15	10%	03/18	03/22	-		

		6,257,353.96	1,038,000.00	615,518.98	2,820,165.02	9,500,000.00		125,626.22	807,500.00	609,596.83	1,564,043.73	2,262.02	Total Interest 4,384,208.76		2,311,030.36	4,384,208.76				
Date	Chk#	Principal Information						Chk#	Additional Advances	Loan Fees Payable	Repayment	Accrued Interest	Interest n advance	Total	Interest Calculation			Default Interest		Total Due
		Drawn	Loan Fees	Repayment	Funded Interest	Loan Balance									Rate	Period		Int / Princ Amount	15% Amount	
						Available	Outstanding									From	To			
03/22/04						(0.00)	9,500,000.00						11,389,835.15	10%	03/22	03/26	-			
03/26/04						(0.00)	9,500,000.00						11,389,835.15	10%	03/26	04/01	-			0.00
04/01/04						(0.00)	9,500,000.00						11,389,835.15	10%	04/01	05/01	-	147,118.70		0.00
05/01/04						(0.00)	9,500,000.00						11,389,835.15	10%	05/01	06/01	-	142,372.94		0.00
06/01/04						(0.00)	9,500,000.00						11,389,835.15	10%	06/01	06/03	-	147,118.70		
06/03/04						(0.00)	9,500,000.00						11,389,835.15	10%	06/03	07/01	-			0.00
07/01/04						(0.00)	9,500,000.00						11,389,835.15	10%	07/01	08/01	-	142,372.94		0.00
08/01/04						(0.00)	9,500,000.00						11,389,835.15	10%	08/01	09/01	-	147,118.70		0.00
09/01/04						(0.00)	9,500,000.00						11,389,835.15	10%	09/01	10/01	-	147,118.70		0.00
10/01/04						(0.00)	9,500,000.00						11,389,835.15	10%	10/01	11/01	-	142,372.94		0.00
11/01/04						(0.00)	9,500,000.00						11,389,835.15	10%	11/01	11/04	-	147,118.70		0.00
11/04/04						(0.00)	9,500,000.00						11,389,835.15	10%	11/04	12/01	-	14,237.29		0.00
12/01/04						(0.00)	9,500,000.00						11,389,835.15	10%	12/01	01/01	-	128,135.65		0.00
01/01/05						(0.00)	9,500,000.00						11,389,835.15	10%	01/01	02/01	-	147,118.70		0.00
02/01/05						(0.00)	9,500,000.00						11,389,835.15	10%	02/01	03/01	-	147,118.70		0.00
03/01/05						(0.00)	9,500,000.00						11,389,835.15	10%	03/01	04/01	-	132,881.41		0.00
04/01/05						(0.00)	9,500,000.00						11,389,835.15	10%	04/01	05/01	-	147,118.70		0.00
05/01/05						(0.00)	9,500,000.00						11,389,835.15	10%	05/01	05/03	-	142,372.94		0.00
05/03/05						(0.00)	9,500,000.00						11,389,835.15	10%	05/03	06/01	-	9,491.53		0.00
06/01/05						(0.00)	9,500,000.00						11,389,835.15	10%	06/01	07/01	-			0.00
07/01/05						(0.00)	9,500,000.00						11,389,835.15	10%	07/01	08/01	-			0.00
08/01/05						(0.00)	9,500,000.00						11,389,835.15	10%	08/01	09/01	-			0.00
09/01/05						(0.00)	9,500,000.00						11,389,835.15	10%	09/01	10/01	-			0.00
10/01/05						(0.00)	9,500,000.00						11,389,835.15	10%	10/01	11/01	-			0.00
11/01/05						(0.00)	9,500,000.00						11,389,835.15	10%	11/01	12/01	-			0.00
12/01/05						(0.00)	9,500,000.00						11,389,835.15	10%	12/01	01/01	-			0.00
01/01/06						(0.00)	9,500,000.00						11,389,835.15	10%	01/01	02/01	-			0.00
02/01/06						(0.00)	9,500,000.00						11,389,835.15			02/01	-			0.00
						(0.00)	9,500,000.00						11,389,835.15							

		6,257,353.96		1,038,000.00		615,518.98		2,820,165.02		9,500,000.00		125,626.22		807,500.00		609,596.83		1,564,043.73		2,262.02		Total Interest		4,384,208.76		2,311,030.36		4,384,208.76	
Date	Chk#	Principal Information						Chk#	Additional Advances	Loan Fees Payable	Repayment	Accrued Interest	Interest n advance	Total	Interest Calculation			Default Interest		Total Due									
		Drawn	Loan Fees	Repayment	Funded Interest	Loan Balance									Rate	Period		Int / Princ Amount	15% Amount										
						Available	Outstanding									From	To												
Attorney / Foreclosure Fees & Charges Under Note & DOT																													
				Loan Draws		6,257,353.96		01/22/04	2463	Personal Attorney Ser	15.00																		
				Funded Loan Fees		1,038,000.00		02/05/04	2487	Steven W. Kerekes	5,000.00																		
				Repayment		(615,518.98)		03/12/04	2524	TD Service Company	3,400.00																		
				Funded Interest		2,820,165.02		03/18/04	2530	The Alcon Group, Inc.	50,000.00																		
								03/22/04	2532	Law Offices of Edwar	5,146.95																		
				Principal Balance		9,500,000.00	-	03/26/04	2536	Frederick C. Phillips, A	6,000.00																		
								06/03/04	2615	Steven W. Kerekes	2,642.50																		
				Additional Advances		125,626.22		06/03/04	2618	Law Offices of Edwar	2,800.00																		
				Loan Fee Payable		807,500.00		07/23/04	2661	Law Offices of Gregso	2,000.00																		
				Repayment		(609,596.83)		10/13/04	2730	Law Offices of Gregso	2,000.00																		
				Accrued Interest		1,564,043.73		11/04/04	2746	Pachulski, Stang	76,738.92																		
				Interest Advances		2,262.02		01/17/05	2790	Law Offices of Gregso	2,000.00																		
						11,389,835.15	(0.00)	02/25/05	2814	Pachulski, Stang	135,726.30																		
								07/21/05	2898	Pachulski, Stang (net	145,913.64																		
				Default Interest - 15%		2,311,030.36	(0.36)	11/01/05	2967	Pachulski, Stang																			
				Late charge		-		Inovice to 09/05		Pachulski, Stang																			
				Attorney Fees & Foreclosure		439,383.31					439,383.31																		
				Exit Fee - 7%		810,000.00																							
				Balance Due		14,950,248.81	plus additional attorney fees incurred and accruing and accruing interest																						
				Less Pay Down 05-02-05		(10,500,000.00)																							
				Loan Balance 05-02-05		4,450,248.81																							
				Total Loan Due		4,450,248.81																							
				Attorney Reclass		(29,500.00)																							
				Net Loan Balance 05-02-05		4,420,748.81																							

Lender:	Dynamic Finance Corporation				Include 4th Extension	
Loan #:	DFC#103					
Funded:	07/28/98	Loan Amount	Loan Fee	Maturity Date	Int. Rate	Interest Payment: Monthly interest reserve
		\$4,400,000.00	\$308,000.00	07/31/99	13%	Default Rate: Fixed- 5%
1st Extension		6,000,000.00	300,000.00	07/31/00	13%	Prepayment Penalty: None
2nd Extension		8,000,000.00	240,000.00	02/28/01	13%	Borrower: North Plaza, LLC
3rd Extension		9,500,000.00	190,000.00	07/31/02	10%	Guarantor: William & Patricia Johnson
4th Extension		9,500,000.00	807,500.00	12/31/03	10%	

		0.00	0.00	0.00	0.00	0.00	4,420,748.81	0.00	0.00	0.00	0.00	Total Interest				0.00	447,600.82	0.00	
05/03/05		Principal Information						Additional 4,420,748.81	Loan Fees		Accrued	Interest	4,420,748.81	Interest Calculation			Default Interest		Total
					Funded	Loan Balance								10%	Period	Int / Princ	15%		
						0.00	0.00												
						0.00	0.00												
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Attorney / Foreclosure Fees & Charges Under Note & DOT-Post 05-03-05

Loan Draws	-	5/3 to 5/9	Pachulski, Stang	29,500.00
Funded Loan Fees	-	5/10 to 5/31	Pachulski, Stang	10,035.78
Repayment	-	6/05 to 9/05	Pachulski, Stang	136,344.44
Funded Interest	-	Credit	Pachulski, Stang	(3,051.00)
		10/05	Pachulski, Stang	1,288.62
Principal Balance	-	11/05	Pachulski, Stang	

Loan Balance 05-02-05	4,420,748.81
Loan Fee Payable	-
Repayment	-
Accrued Interest	-
Interest Advances	-
	4,420,748.81

Default Interest - 15%	447,600.82	
Attorney Fees & Foreclosu	174,117.84	174,117.84

Balance 5,042,467.47 plus additional attorney fees incurred and accruing and accruing interest

**EXHIBIT "3"**

Lender: Angela C. Sabella  
 Loan #: ACS 28  
 Borrower: North Plaza, LLC

		739,064.07	0.00	921,252.96		1,660,317.03		Total Interest			921,252.96	0.00	0.00		921,252.96
Date	Chk#	Principal Information						Interest Calculation				Default Charges	Late Charges	Payment Infos	
		Drawn	Lender fee	Repayment	Interest Accrual	Loan Balance		Rate	Period		Amount	5% Amount	5% Amount	Amount Received	Total Due
						Available	Outstanding		From	To					
		739,064.07				739,064.07	739,064.07								
01/28/98							739,064.07	10.00%	1/28/98	2/1/98	821.18				821.18
02/01/98					821.18		739,885.25	10.00%	2/1/98	3/1/98	5,754.66				
03/01/98					5,754.66		745,639.92	10.00%	3/1/98	4/1/98	6,420.79				
04/01/98					6,420.79		752,060.70	10.00%	4/1/98	5/1/98	6,267.17				
05/01/98					6,267.17		758,327.88	10.00%	5/1/98	6/1/98	6,530.05			24,972.67	
06/01/98					6,530.05		764,857.92	10.00%	6/1/98	7/1/98	6,373.82				
07/01/98					6,373.82		771,231.74	10.00%	7/1/98	8/1/98	6,641.16			13,014.98	
08/01/98					6,641.16		777,872.90	10.00%	8/1/98	9/1/98	6,698.35				
09/01/98					6,698.35		784,571.25	10.00%	9/1/98	10/1/98	6,538.09			13,236.44	
10/01/98					6,538.09		791,109.34	10.00%	10/1/98	11/1/98	6,812.33			6,812.33	
11/01/98					6,812.33		797,921.67	10.00%	11/1/98	12/1/98	6,649.35			6,649.35	
12/01/98					6,649.35		804,571.02	10.00%	12/1/98	1/1/99	6,928.25			6,928.25	
01/01/99					6,928.25		811,499.27	10.00%	1/1/99	2/1/99	6,987.91				
02/01/99					6,987.91		818,487.18	10.00%	2/1/99	3/1/99	6,366.01			13,353.92	
03/01/99					6,366.01		824,853.19	10.00%	3/1/99	4/1/99	7,102.90			7,102.90	
04/01/99					7,102.90		831,956.10	10.00%	4/1/99	5/1/99	6,932.97			6,932.97	
05/01/99					6,932.97		838,889.06	10.00%	5/1/99	6/1/99	7,223.77			7,223.77	
06/01/99					7,223.77		846,112.83	10.00%	6/1/99	6/13/99	2,820.38			2,820.38	
06/13/99					2,820.38		848,933.21	10.00%	6/13/99	7/1/99	4,244.67			4,244.67	
07/01/99					4,244.67		853,177.87	10.00%	7/1/99	8/1/99	7,346.81			7,346.81	
08/01/99					7,346.81		860,524.68	10.00%	8/1/99	9/1/99	7,410.07			7,410.07	
09/01/99					7,410.07		867,934.76	10.00%	9/1/99	10/1/99	7,232.79			7,232.79	
10/01/99					7,232.79		875,167.55	10.00%	10/1/99	11/1/99	7,536.16			7,536.16	
11/01/99					7,536.16		882,703.71	10.00%	11/1/99	12/1/99	7,355.86			7,355.86	
12/01/99					7,355.86		890,059.57	10.00%	12/1/99	12/9/99	1,977.91			1,977.91	
12/09/99							890,059.57	10.00%	12/9/99	1/1/00	5,686.49			5,686.49	
01/01/00					7,664.40		897,723.98	10.00%	1/1/00	2/1/00	7,730.40			7,730.40	
02/01/00					7,730.40		905,454.38	10.00%	2/1/00	3/1/00	7,293.94			7,293.94	
03/01/00					7,293.94		912,748.32	10.00%	3/1/00	4/1/00	7,859.78			7,859.78	
04/01/00					7,859.78		920,608.09	10.00%	4/1/00	5/1/00	7,671.73			7,671.73	
05/01/00					7,671.73		928,279.83	10.00%	5/1/00	6/1/00	7,993.52			7,993.52	
06/01/00					7,993.52		936,273.35	10.00%	6/1/00	7/1/00	7,802.28			7,802.28	
07/01/00					7,802.28		944,075.63	10.00%	7/1/00	8/1/00	8,129.54			8,129.54	
08/01/00					8,129.54		952,205.17	10.00%	8/1/00	9/1/00	8,199.54			8,199.54	



739,064.07

0.00

921,252.96

1,660,317.03

		739,064.07	0.00	921,252.96	1,660,317.03		27		Total Interest			921,252.96	0.00	0.00	921,252.96	
Date	Chk#	Principal Information						Interest Calculation				Default Charges	Late Charges	Payment Infos		
		Drawn	Lender fee	Repayment	Interest Accrual	Loan Balance		Rate	Period		Amount	5%	5%	Amount	Total	
Available	Outstanding					From	To		Amount	Amount		Amount	Received	Due		
09/01/00					8,199.54		960,404.71	10.00%	9/1/00	10/1/00	8,003.37				8,003.37	
10/01/00					8,003.37		968,408.08	10.00%	10/1/00	11/1/00	8,339.07				8,339.07	
11/01/00					8,339.07		976,747.15	10.00%	11/1/00	12/1/00	8,139.56				8,139.56	
12/01/00					8,139.56		984,886.71	10.00%	12/1/00	1/1/01	8,480.97				8,480.97	
01/01/01					8,480.97		993,367.68	10.00%	1/1/01	2/1/01	8,554.00				8,554.00	
02/01/01					8,554.00		1,001,921.68	10.00%	2/1/01	3/1/01	7,792.72				7,792.72	
03/01/01					7,792.72		1,009,714.40	10.00%	3/1/01	4/1/01	8,694.76				8,694.76	
04/01/01					8,694.76		1,018,409.17	10.00%	4/1/01	5/1/01	8,486.74				8,486.74	
05/01/01					8,486.74		1,026,895.91	10.00%	5/1/01	6/1/01	8,842.71				8,842.71	
06/01/01					8,842.71		1,035,738.63	10.00%	6/1/01	7/1/01	8,631.16				8,631.16	
07/01/01					8,631.16		1,044,369.78	10.00%	7/1/01	8/1/01	8,993.18				8,993.18	
08/01/01					8,993.18		1,053,362.96	10.00%	8/1/01	9/1/01	9,070.63				9,070.63	
09/01/01					9,070.63		1,062,433.59	10.00%	9/1/01	10/1/01	8,853.61				8,853.61	
10/01/01					8,853.61		1,071,287.20	10.00%	10/1/01	11/1/01	9,224.97				9,224.97	
11/01/01					9,224.97		1,080,512.18	10.00%	11/1/01	12/1/01	9,004.27				9,004.27	
12/01/01					9,004.27		1,089,516.44	10.00%	12/1/01	1/1/02	9,381.95				9,381.95	
01/01/02					9,381.95		1,098,898.39	10.00%	1/1/02	2/1/02	9,462.74				9,462.74	
02/01/02					9,462.74		1,108,361.13	10.00%	2/1/02	3/1/02	8,620.59				8,620.59	
03/01/02					8,620.59		1,116,981.71	10.00%	3/1/02	4/1/02	9,618.45				9,618.45	
04/01/02					9,618.45		1,126,600.17	10.00%	4/1/02	5/1/02	9,388.33				9,388.33	
05/01/02					9,388.33		1,135,988.50	10.00%	5/1/02	6/1/02	9,782.12				9,782.12	
06/01/02					9,782.12		1,145,770.63	10.00%	6/1/02	7/1/02	9,548.09				9,548.09	
07/01/02					9,548.09		1,155,318.71	10.00%	7/1/02	8/1/02	9,948.58				9,948.58	
08/01/02					9,948.58		1,165,267.29	10.00%	8/1/02	9/1/02	10,034.25				10,034.25	
09/01/02					10,034.25		1,175,301.54	10.00%	9/1/02	10/1/02	9,794.18				9,794.18	
10/01/02					9,794.18		1,185,095.72	10.00%	10/1/02	11/1/02	10,204.99				10,204.99	
11/01/02					10,204.99		1,195,300.71	10.00%	11/1/02	12/1/02	9,960.84				9,960.84	
12/01/02					9,960.84		1,205,261.55	10.00%	12/1/02	1/1/03	10,378.64				10,378.64	
01/01/03					10,378.64		1,215,640.19	10.00%	1/1/03	2/1/03	10,468.01				10,468.01	
02/01/03					10,468.01		1,226,108.20	10.00%	2/1/03	3/1/03	9,536.40					
03/01/03					9,536.40		1,235,644.60	10.00%	3/1/03	4/1/03	10,640.27				20,176.67	
04/01/03					10,640.27		1,246,284.87	10.00%	4/1/03	5/1/03	10,385.71				10,385.71	
05/01/03					10,385.71		1,256,670.58	10.00%	5/1/03	6/1/03	10,821.33				10,821.33	
06/01/03					10,821.33		1,267,491.91	10.00%	6/1/03	7/1/03	10,562.43				10,562.43	
07/01/03					10,562.43		1,278,054.34	10.00%	7/1/03	8/1/03	11,005.47				11,005.47	
08/01/03					11,005.47		1,289,059.81	10.00%	8/1/03	9/1/03	11,100.24				11,100.24	
09/01/03					11,100.24		1,300,160.05	10.00%	9/1/03	10/1/03	10,834.67				10,834.67	
10/01/03					10,834.67		1,310,994.71	10.00%	10/1/03	11/1/03	11,289.12				11,289.12	
11/01/03					11,289.12		1,322,283.84	10.00%	11/1/03	12/1/03	11,019.03				11,019.03	

739,064.07 0.00 921,252.96 1,660,317.03

		739,064.07	0.00	921,252.96		1,660,317.03		Total Interest			921,252.96	0.00	0.00	921,252.96	
Date	Chk#	Principal Information						Interest Calculation				Default Charges	Late Charges	Payment Infos	
		Drawn	Lender fee	Repayment	Interest Accrual	Loan Balance		Rate	Period		Amount	5% Amount	5% Amount	Amount Received	Total Due
						Available	Outstanding		From	To					
12/01/03					11,019.03		1,333,302.87	10.00%	12/1/03	1/1/04	11,481.22				11,481.22
01/01/04					11,481.22		1,344,784.09	10.00%	1/1/04	2/1/04	11,580.09				11,580.09
02/01/04					11,580.09		1,356,364.17	10.00%	2/1/04	3/1/04	10,926.27				10,926.27
03/01/04					10,926.27		1,367,290.44	10.00%	3/1/04	4/1/04	11,773.89				11,773.89
04/01/04					11,773.89		1,379,064.33	10.00%	4/1/04	5/1/04	11,492.20				11,492.20
05/01/04					11,492.20		1,390,556.53	10.00%	5/1/04	6/1/04	11,974.24				11,974.24
06/01/04					11,974.24		1,402,530.77	10.00%	6/1/04	7/1/04	11,687.76				11,687.76
07/01/04					11,687.76		1,414,218.52	10.00%	7/1/04	8/1/04	12,177.99				12,177.99
08/01/04					12,177.99		1,426,396.52	10.00%	8/1/04	9/1/04	12,282.86				12,282.86
09/01/04					12,282.86		1,438,679.38	10.00%	9/1/04	10/1/04	11,988.99				11,988.99
10/01/04					11,988.99		1,450,668.37	10.00%	10/1/04	11/1/04	12,491.87				12,491.87
11/01/04					12,491.87		1,463,160.24	10.00%	11/1/04	12/1/04	12,193.00				12,193.00
12/01/04					12,193.00		1,475,353.24	10.00%	12/1/04	1/1/05	12,704.43				12,704.43
01/01/05					12,704.43		1,488,057.67	10.00%	1/1/05	2/1/05	12,813.83				12,813.83
02/01/05					12,813.83		1,500,871.50	10.00%	2/1/05	3/1/05	11,673.44				11,673.44
03/01/05					11,673.44		1,512,544.94	10.00%	3/1/05	4/1/05	13,024.69				13,024.69
04/01/05					13,024.69		1,525,569.64	10.00%	4/1/05	5/1/05	12,713.08				12,713.08
05/01/05					12,713.08		1,538,282.72	10.00%	5/1/05	6/1/05	13,246.32				13,246.32
06/01/05					13,246.32		1,551,529.04	10.00%	6/1/05	7/1/05	12,929.41				12,929.41
07/01/05					12,929.41		1,564,458.45	10.00%	7/1/05	8/1/05	13,471.73				13,471.73
08/01/05					13,471.73		1,577,930.18	10.00%	8/1/05	9/1/05	13,587.73				13,587.73
09/01/05					13,587.73		1,591,517.91	10.00%	9/1/05	10/1/05	13,262.65				13,262.65
10/01/05					13,262.65		1,604,780.56	10.00%	10/1/05	11/1/05	13,818.94				13,818.94
11/01/05					13,818.94		1,618,599.50	10.00%	11/1/05	12/1/05	13,488.33				13,488.33
12/01/05					13,488.33		1,632,087.83	10.00%	12/1/05	1/1/06	14,054.09				14,054.09
01/01/06					14,054.09		1,646,141.92	10.00%	1/1/06	2/1/06	14,175.11				14,175.11
02/01/06					14,175.11		1,660,317.03								
							1,660,317.03								
							1,660,317.03								
							1,660,317.03								
							1,660,317.03								

**Attorney Fees & Charges**

Pachulski, Stang 32,500.00

Attorney Fees 32,500.00

Default Charge -

32,500.00

Total 1,692,817.03

**Plus Attorney Fees & Charges Under Note & DOT and accruing interest.**

739,064.07 0.00 921,252.96 1,660,317.03

Date	Chk#	Principal Information					
		Drawn	Lender fee	Repayment	Interest	Loan Balance	
					Accrual	Available	Outstanding

Loan Advance 739,064.07  
Interest 921,252.96  
Late Charge -  
Lender Fee -  
Legal Fees 32,500.00

Total due 1,692,817.03  
1,692,817.03

-

Total Interest		921,252.96	0.00	0.00	921,252.96	
Interest Calculation			Default Charges	Late Charges	Payment Infos	
Rate	Period		5%	5%	Amount	Total
	From	To	Amount	Amount	Received	Due